

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL
FOR: HEALTH CARE FINANCING ADMINISTRATION**

1. TRANSMITTAL NUMBER:

0 0 - 0 2 0

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

July 1, 2000

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN

☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN

☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 00 \$ 7

b. FFY 01 \$ 20

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 8 to Attachment 4.16-A,
pages 1 through 12

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable):

Supplement 8 to Attachment 4.16-A,
pages 1 through 4 (MS-99-24)

10. SUBJECT OF AMENDMENT:

Renewal of agreement with state department of public health for matching data files on services to pregnant women and children

11. GOVERNOR'S REVIEW (Check One):

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT

☐ OTHER, AS SPECIFIED:

☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED

☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

12. SIGNATURE OF STATE AGENCY OFFICIAL:

16. RETURN TO:

13. TYPED NAME:

Jessie K. Rasmussen

Director

Department of Human Services

14. TITLE:

Director

Hoover State Office Building, 5th Floor
Des Moines, IA 50319-0114

15. DATE SUBMITTED:

September 28, 2000

FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED:

09/29/00

18. DATE APPROVED:

DEC 13 2000

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 1 2000

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME:

Thomas W. Lenz

22. TITLE:

ARA for Medicaid and State Operations

23. REMARKS:

cc:
Rasmussen
Headlee
CO

SPA CONTROL

Date Submitted 09/28/00

Date Received 09/29/00

MEMORANDUM OF AGREEMENT
BETWEEN THE
IOWA DEPARTMENT OF HUMAN SERVICES
AND
IOWA DEPARTMENT OF PUBLIC HEALTH

July 1, 2000

through

June 30, 2001

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Supersedes TN No. MS-99-24

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IOWA DEPARTMENT OF HUMAN SERVICES

CONTRACT NO: MED-01-059

And

IOWA DEPARTMENT OF PUBLIC HEALTH

1.0 IDENTITY OF PARTIES.

- A. The State of Iowa, Department of Human Services, (referred to in this document as "the Department") is the issuing agency for this Contract. The Department's address is: Hoover State Office Building, 1305 East Walnut, Des Moines, Iowa, 50319.
- B. The State of Iowa, Department of Public Health (referred to in this document as "Contractor") is the contracting entity, and is entering into this Contract to provide the services defined in Section 4.0. The address of the Contractor is: Lucas State Office Building, 321 East 12th Street, Des Moines, Iowa, 50319.

2.0 DURATION OF CONTRACT.

The term of this Contract shall be July 1, 2000 through June 30, 2001, unless terminated earlier in accordance with the Termination section of this Contract.

3.0 PURPOSE.

The parties have entered into this Contract for the purpose of retaining the Contractor to: the parties have entered into this agreement to provide for the transfer of funds for the development and implementation of linked data files of vital records and Medicaid claim forms for the purpose of evaluating Medicaid services provided to pregnant women and children.

4.0 SCOPE OF SERVICES.

The Contractor shall provide the following services in accordance with the defined performance expectations as set forth below

- A. Evaluate birth outcomes for medical assistance recipients using the data available through the Medicaid claims data and vital records. Refer to Senate File 538, 1989 General Assembly.
- B. Prepare an annual report providing an analysis of the files and summary of birth outcomes.

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5.0 COMPENSATION.

	Total	State (DHS)	Federal
Personnel:			
(Includes fringe benefits)			
.50 FTE PSE III	\$34,694	\$17,347	\$17,347
.25 FTE Systems Analysis	15,914	7,957	7,957
Supplies:			
Publications	300	150	150
Software	1,000	500	500
Office supplies	500	250	250
Printing	500	250	250
Computer time	500	250	250
TOTAL	\$53,408	\$26,704	\$26,704

The Contractor will be paid for the services described in the Scope of Services section a fee not to exceed \$ 53,408 for the Contract period.

- A. The Contractor shall submit detailed invoices on a quarterly basis for services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The Contract Number shall be placed on all claims for payment. Claims shall be submitted to:

Sally Nadolsky
Department of Human Services
Hoover State Office building
Des Moines, IA, 50319

- B. The invoices shall be reviewed by the Department for accuracy and adequacy of documentation before approval and submission to Payments and Receipts for processing. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in fewer than sixty (60) days, as provided in Iowa Code Section 421.40. However, an election to pay in fewer than sixty (60) days shall not act as an implied waiver of Iowa Code Section 421.40.

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6.0 DEFAULT AND TERMINATION.

A. Termination for Cause by the Department

1. The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Contractor in default of its obligations under this Contract:
 - a. Failure to observe any condition or perform any obligation created by the Contract; or
 - b. Failure to make substantial and timely progress toward performance of the Contract;
1. Notice of Default by the Department: If there is a default event caused by the Contractor, the Department shall provide written notice to the Contractor requesting that the default be remedied immediately. If the default or noncompliance continues to be evidenced 30 days' beyond the date of the written notice, the Department may do one or more of the following:
 - a. Immediately terminate the Contract with written notice; or,
 - b. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
 - c. In addition to either of the above, the Department may seek damages and payment of reasonable attorney fees and costs as a result of the Contractor's breach or failure to comply with the terms of this Contract.

B. Termination upon Notice

Either party may terminate this Contract, without penalty or incurring of further obligation, upon 30 days' written notice. The Contractor shall be entitled to compensation for services or goods provided prior to and including the termination date.

- E. **Delay or Impossibility of Performance.** Neither party shall be in default under this Contract if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and conditions of this Contract.

F. Upon Expiration or Termination of this Contract, the Contractor Shall:

1. Deliver to the Department within twenty (20) calendar days after such expiration or termination all data (and data base definitions), records, information and items, including partially completed plans, drawings, data, documents, surveys, maps, reports and models which belong to the Department;
2. Comply with the Department's instructions for the timely transfer of active files and work being performed by Contractor under this Contract to the Department or the Department's designee;
3. Protect and preserve property in the possession of the Contractor in which the Department has an interest;
4. Stop work under this Contract on the date specified in any notice of termination provided by the Department;
5. Submit to the Department invoices substantiating all charges for work performed

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by Contractor prior to the effective date of expiration or termination;

6. Cooperate in good faith with the Department, its employees and agents during the transition period between the notification of termination and the substitution of any replacement Contractor.

07.0 YEAR 2000 COMPLIANCE.

- A. The Contractor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under this Contract, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item(s) documentation provided by the Contractor.
- B. If the items to be developed and delivered under this Contract are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This warranty shall survive the term of this Contract. The remedies available to the Department for a breach of warranty includes, but is not limited to, repair or replacement of non-compliant items or systems.
- C. Nothing in this warranty shall be construed to limit any rights or remedies of the State under this Contract with respect to defects in the items other than Year 2000 compliance.

08.0 INTELLECTUAL PROPERTY.

A. Works Made For Hire

1. All information, reports, studies, object or source codes, flow charts, diagrams, and other tangible and intangible material of any nature whatsoever produced by or as a result if any of the Contract services, and all copies of any of the foregoing, shall be the sole and exclusive property of the Department. All such materials and all copies shall be deemed "works made for hire" of which the Department shall be deemed the author.
2. To the extent that the materials are not deemed "works made for hire," the Contractor shall make an exclusive perpetual, royalty-free assignment of all copyrights in such materials to the Department. The Contractor shall not be entitled to make any use of the materials except as may be expressly permitted in this Contract.
3. The Department shall have the right to audit the source codes for any software developed by the Contractor and used in connection with this Contract. The source codes shall be deposited in a location mutually agreeable to the parties. The source codes for the software shall be audited at least once annually during the term of this Contract and any extension thereof.

- B. Warranty Regarding Intellectual Property Rights. The Contractor warrants that, in the performance of this Contract, the Contractor's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of

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the Contractor or others. The Contractor shall inform the Department in writing, in advance, if the Contractor's performance, furnishing, use, or reliance could reasonably be deemed to infringe any patent, copyright, trademark, trade dress, or other such intellectual property right of the Contractor or of others.

- C. Right to Use Intellectual Property. To the extent the Contractor has the right to do so, the furnishing or using of any intellectual property by the Contractor in developing the software, system documentation, and system training shall confer the Department the unrestricted, irrevocable right under the Contractor's intellectual property rights, to make, have made, use sell, license, publish, and/or lease any such intellectual property without the payment of additional consideration by the Department.
- D. Pursuant to 45 CFR 95.617(b), the U.S. Department of Health and Human Services (HSS) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, such software, modifications and documentation.

09.0 PROPRIETARY RIGHTS - OWNERSHIP OF SYSTEM.

- A. The State of Iowa shall retain all ownership rights to the systems developed or installed under this Contract. Contractor shall transfer to the State of Iowa all ownership rights in the complete system, including any and all performance enhancing software and operational plans, whether developed or obtained by the Contractor in the course of performance under the Contract or before it. This obligation is not subject to limitation in any respect, whether by characterization of any part of the system as proprietary or by failure to claim for the cost thereof.
- B. The State of Iowa reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to do so, all software, instructions, files, and documentation comprising the systems developed or installed under this Contract at any time during the period of the Contract and thereafter.

The license shall include, but not be limited to:

1. All system instructions for operating systems developed or installed under this Contract;
2. All data files;
3. User and operational manuals and other documentation;
4. System and program documentation describing systems developed or installed under this Contract;
5. Training programs for Department staff, the Department's agents, its designated representative, or external stakeholders in the operation and maintenance of the system;
6. Any and all performance-enhancing operational plans and products; and
7. All specialized or specially modified operating system software and specially developed programs, including utility, software, and documentation that are required for or used in the operation of systems developed or installed under this Contract but that may not be considered as being developed or modified under this Contract.

- C. The Contractor will convey to the Department copies of system documentation, operating instructions and procedures, and all data processing programs or portions thereof, to the extent that such programs are requested by the Department and are developed by the employees of the Contractor or any subcontractor as part of the Contract.
- D. The provisions of this article will be incorporated in any subcontract that relates to the development or operation of the systems developed or installed under this Contract.

10.0 SUSPENSION AND DEBARMENT. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

11.0 LOBBYING RESTRICTIONS. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

12.0 TOBACCO SMOKE.

A. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

B. Contractor certifies that it and its subcontractors will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

13.0 CONTRACT ADMINISTRATION.

A. **Independent Contractor.** The status of the Contractor, and all subcontractors, shall be that of an independent contractor. The Department shall not provide the Contractor with office space, support staff, equipment or tools, or supervision beyond the terms of this Contract. Neither the Contractor nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits insurance coverage or paid leave. Neither the Contractor nor its employees

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shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department shall not withhold taxes on behalf of the Contractor (unless required by law). The Contractor shall be responsible for payment of all taxes, fees and charges when due.

- B. **Compliance with Equal Employment and Affirmative Action Provisions.** The Contractor shall comply with all provisions of federal, state and local laws, rules and executive orders which apply to insure that no client, employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. The Contractor, if requested, shall provide state or federal agencies with appropriate reports as required to insure compliance with equal opportunity laws and regulations. The Contractor shall insure that its employees, agents and subcontractors comply with the provisions of this clause.
- C. **Compliance with Laws and Regulations.** The Contractor, its employees, agents and subcontractors, shall comply with all applicable state and federal laws, rules, ordinances, regulations and orders. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.
- D. **Authorization.** Each party to this Contract represents and warrants to the other that:
1. It has the right, power and authority to enter into and perform its obligations under this Contract.
 2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- E. **Successors in Interest.** All terms, provisions, and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- F. **Cumulative Rights.** The various rights, powers, options, elections and remedies of either party provided in this Contract, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.
- G. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- H. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Contract.
- I. **Choice of Law and Forum.** The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Contract shall be brought in an appropriate Iowa forum.

- J. Use of Third Parties.** The Department acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to prior approval by the Department. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.
- K. Third Party Beneficiaries.** There are no third party beneficiaries to the Contract. This Contract is intended only to benefit the Department and the Contractor.
- L. Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind of agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of such activities and obligations.
- M. Assignment and Delegation.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- N. Solicitation.** The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- O. Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract shall be fully executed by both parties.
- P. Additional Provisions.** The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- Q. Confidentiality.** Information of the Department that identifies clients and services is confidential. The Contractor and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to this Contract. Contractor shall not use confidential information for any purpose other than carrying out Contractor's obligations under this Contract. The Contractor shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Contractor may be held civilly or criminally liable for improper disclosure. Contractor shall promptly notify the Department of any request for disclosure of confidential information received by the Contractor.
- R. Records Retention and Access.** The Contractor shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Department throughout the term of this Contract for a period of at least

five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Contract, wherever such records may be located.

- S. **Express Warranties.** The Contractor expressly warrants, within the standards of care used within the industry, all aspects of the goods and services provided or used by it in the performance of this Contract.
- T. **Replacement of Contractor's Staff.** The Contractor will remove and replace personnel it assigns to perform services under this Contract if the Department has a reasonable objection based on performance and/or interpersonal relationship issues and is not requesting the removal for arbitrary reasons. In lieu of removing an individual about whom the Department has an objection, the Contractor may reassign the individual to another role in performing the Contract, subject to the approval of the Department, which it will not withhold unreasonably.
- U. **Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- V. **Integration.** This Contract represents the entire Contract between the parties and neither party is relying on any representation that may have been made which is not included in this Contract.
- W. **Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the Department and the Contractor for services and products provided in connection with this Contract.
- X. **United States Department of Health and Human Services (HHS) Contingency.** This Contract is subject to approval, review, and modification of the HHS.
- Y. **Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- Z. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- AA. **Obligations Beyond Contract Term.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Department and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- AB. **Notices.** Notices under this Contract shall be in writing to the individual at the address as it appears. The effective date for any notice under this Contract shall be

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the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS:

If to Agency:

Department of Human Services
Attn.: Sally Nadolsky
Bureau of Health Care Purchasing
And Quality Management

If to Contractor:

Iowa Department of Public Health
Attn.: David Fries

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14.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

The State of Iowa, Iowa Department of Public Health

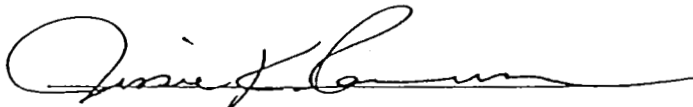
By:  Date: _____

Name: Stephen C. Gleason, D.O.

Title: Director

Federal Tax Identification Number: 426004523

State of Iowa, The Department of Human Services

By:  Date: 7-12-00

Name: Jessie K. Rasmussen

Title: Director

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